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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

## THIS DOCUMENT RELATES TO:

Case No. 3:21-md-02981-JD

*Epic Games, Inc. v. Google LLC*, Case No.  
3:20-cv-05671-JD

**DECLARATION OF CHRISTIAN  
CRAMER IN SUPPORT OF  
GOOGLE'S ADMINISTRATIVE  
MOTION TO FILE UNDER SEAL**

*In re Google Play Consumer Antitrust*, Case No. 3:20-cv-05761-JD

*Utah v. Google LLC*, Case No. 3:21- cv-05227-JD

1 I, Christian Cramer, declare as follows:

2 1. I am currently a Finance Director for Defendant Google, LLC (along with  
3 Google-affiliated entities, “Google”). I have been employed by Google since September 2007  
4 and have held my current position since March 2017. Over the course of my employment at  
5 Google, I have acquired personal knowledge of Google’s practices and procedures concerning  
6 the maintenance of the confidentiality of its strategic, business, and marketing information.

7 2. I submit this declaration in support of Google’s Administrative Motion to File  
8 Under Seal, filed on June 3, 2022 in *In re Google Play Store Antitrust Litigation*, Case No. 3:21-  
9 md-02981-JD; *Epic Games, Inc. v. Google LLC*, Case No. 3:20-cv-05671-JD; *In re Google Play*  
10 *Consumer Antitrust Litigation*, Case No. 3:20-cv-05761-JD; and *State of Utah v. Google LLC*,  
11 Case No. 3:21-cv-05227-JD.

12 3. The contents of this declaration are true and correct to the best of my knowledge,  
13 information, and belief. This declaration is based on my personal knowledge of Google’s  
14 policies and practices as they relate to the treatment of confidential information, the materials  
15 that were provided to me and reviewed by me, and/or conversations with other knowledgeable  
16 employees of Google. If called upon as a witness, I could and would testify competently thereto.

17 4. Google follows a strict practice that requires confidential treatment of all  
18 nonpublic commercial proposals to third parties and nonpublic business agreements with third  
19 parties. In my experience and to the best of my knowledge, Google does not disclose internal  
20 documents or confidential agreements or proposals of this nature outside of the company.

21 5. The disclosure of confidential commercial proposals to third parties and/or  
22 business agreements with third parties could significantly harm Google’s relationships and  
23 ability to conduct business with counterparties and prospective counterparties, and/or place  
24 Google at a disadvantage with competitors who could use Google’s confidential analyses to their

1 advantage in competition with Google. These materials therefore have economic value from not  
2 being generally known to Google's competitors, counterparties, or the general public.

3       6. I understand that Plaintiffs and Non-party Activision Blizzard, Inc. have filed a  
4 joint letter brief that reflects information from confidential materials that Google has produced in  
5 the above-captioned litigation (MDL Dkt. 259) (hereinafter "Letter Brief"). I have reviewed the  
6 Letter Brief and can confirm that it contains confidential information concerning the purported  
7 financial value of consideration exchanged under a commercial agreement between Google and  
8 Activision Blizzard, Inc. To the best of my knowledge, neither Google nor Activision Blizzard,  
9 Inc. has ever publicly disclosed certain terms of that commercial agreement that are described in  
10 the Letter Brief.

11       7. I understand that Google's Administrative Motion to File Under Seal requests that  
12 the Court maintain the following specific information under seal. For the reasons stated below,  
13 this information is confidential and highly sensitive, and if publicly disclosed, could significantly  
14 prejudice Google's competitive position by harming Google's relationship with business  
15 partners, putting Google at unfair disadvantage in future business negotiations, and permitting  
16 Google's competitors to gain unfair advantage in competition with Google.

17       8. **Letter Brief, Page 4, Fourth Paragraph, Portion of Third Sentence (four**  
18 **words describing financial consideration in confidential business contract):** I understand  
19 that Google requests to seal four words describing the purported financial value of consideration  
20 exchanged under Google's confidential agreement with Activision Blizzard, Inc. To the best of  
21 my knowledge, this purported financial value of consideration has never been publicly disclosed.  
22 If that purported financial consideration were revealed to competitors and potential business  
23 counterparties, they could use that information to disadvantage Google. For example, if other  
24 app developers and video game publishers (i.e., competitors of Activision Blizzard) became  
25

1 aware of this information, they could use it to inform their negotiation strategies and as leverage  
2 in negotiations with Google, to the detriment of Google and Activision Blizzard alike (e.g., by  
3 demanding that Google provide the same financial consideration to them). Similarly, if Google's  
4 competitors learned of the purported value of financial consideration exchanged under Google's  
5 confidential agreement with Activision Blizzard, they could use this information to disadvantage  
6 Google in negotiations with Activision Blizzard or other prospective business partners. In  
7 particular, knowledge of that purported financial consideration could lead a competitor of  
8 Google to offer the same or similar consideration to Activision Blizzard or other Google business  
9 partners to secure their business. The information also implicates Non-party Activision  
10 Blizzard's confidentiality interests. Google's business partners, who are not parties to this  
11 litigation, have a reasonable expectation that Google will maintain the confidentiality of  
12 contractual terms.

13       **9. Letter Brief, Page 5, Second Paragraph, Portion of Second Sentence (after**  
14 **"competing app store" and through the end of the sentence):** I understand that Google  
15 requests to seal less than two lines of text describing both the purported nature and the purported  
16 financial value of consideration exchanged under Google's confidential agreement with  
17 Activision Blizzard, Inc. To the best of my knowledge, neither the nature of the consideration  
18 exchanged under that confidential agreement nor any estimate of its financial value has ever been  
19 publicly disclosed. If the purported nature and/or purported financial value of that consideration  
20 were revealed to competitors and potential business counterparties, they could use that  
21 information to disadvantage Google. For example, if other app developers and video game  
22 publishers (i.e., competitors of Activision Blizzard) became aware of this information, they could  
23 use it to inform their negotiation strategies and as leverage in negotiations with Google, to the  
24 detriment of Google and Activision Blizzard alike (e.g., by demanding that Google provide the  
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same kind or value of consideration to them). Similarly, if Google’s competitors learned of the purported nature or purported value of the consideration exchanged under Google’s confidential agreement with Activision Blizzard, they could use this information to disadvantage Google in negotiations with Activision Blizzard or other prospective business partners. In particular, knowledge of the purported nature or purported value of that consideration could lead a competitor of Google to offer the same or similar consideration to Activision Blizzard or other Google business partners to secure their business. The information also implicates Non-party Activision Blizzard’s confidentiality interests. Google’s business partners, who are not parties to this litigation, have a reasonable expectation that Google will maintain the confidentiality of contractual terms.

11       10. Because the public disclosure of the confidential material described above would  
12 harm Google's competitive position in the marketplace, there is good cause and there are  
13 compelling reasons to seal this material.

I declare under penalty of perjury that the foregoing is true and correct. Executed on the  
2<sup>nd</sup> day of June 2022, in Mountain View, California.

Chris Baum

Christian Cramer